

**SANTA FE COUNTY
AMENDMENT NO. 4
TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
GERALD A. MARTIN, LTD.**

THIS AMENDMENT is made and entered into as of this 27th day of July, 2010, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **Gerald A. Martin, Ltd.**, a New Mexico Corporation with a principle address located at 8501 Jefferson NE, Albuquerque, NM 87113, (hereinafter referred to as "the Contractor") in amendment of the Standard Form of Agreement between Owner and Construction Manager (the "Agreement") dated March 27, 2007.

WHEREAS, the Contractor submitted a proposal for construction management services of the design and construction related to the Santa Fe County Judicial Courthouse in response to Request for Proposals No. 27-0732-PFMD/RM; and

WHEREAS, on March 27, 2007, the County and Contractor entered into the Agreement for construction management services of the Santa Fe County Judicial Complex (hereinafter referred to as "the Project") with total compensation not to exceed \$1,005,025; and

WHEREAS, Amendment No. 1 to the Agreement increased compensation by \$110,000 for Building Commission Consultation Services to support LEED certification and was approved on August 14, 2007, resulting in total compensation not to exceed \$1,115,025; and

WHEREAS, Amendment No. 2 to the Agreement revised the language and modified Article 13.2.1, "FOR BASIC SERVICES," to exclude applicable New Mexico Gross Receipts Tax for the total amount of stipulated sum Basic Services; and

WHEREAS, Amendment No. 3 to the Agreement revised the language and modified Article 13.4.2 "REIMBURSABLE EXPENSES," to add and delete amounts of certain reimbursable expenses without changing the original total amount allowable of \$62,960; and

WHEREAS, Article 10 "MISCELLANEOUS PROVISIONS," allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the parties desire to enter into this Amendment No. 4 to revise and modify Article 13.2.1 "BASIC COMPENSATION," to add and delete amounts of certain fees to increase the contract amount by \$631,490.06, for a total contract amount of \$1,746,216.22, and revise the language and modify Article 13.4.2 "REIMBURSABLE EXPENSES," to add and delete amounts of certain reimbursable expenses increasing the total amount allowable to \$87,661.47.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Article 13.2.1, "BASIC COMPENSATION," is hereby amended to include the following fee schedule:

Extension of term of contract from August 2010 to August 31, 2012	\$0.00
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Additional Services due to time extension for remediation process	\$473,063.66
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(Services will be paid in 24 monthly installments with the first payment beginning July 30, 2010 in the amount of \$19,711.12 and thereafter each payment will be \$19,710.98 through July 30, 2012 for a total amount of \$473,063.66)

Additional Reimbursables due to time extension for remediation process \$17,401.47

Engineering Consultant regarding barrier wall \$120,000.00
(Engineer Consultant is paid \$146.00 per hour, total amount paid not to exceed \$120,000.00)

Correction of tax issue \$14,017.31
(Calculated tax rate for SF County, 6.314%, versus City of SF, 7.625%, where work is performed – from beginning of project in April 2007 until August 2010)

GRT (8.1875%) \$6,708.78
(GRT applies to \$66,250.00 of CM services, \$15,689.29 of Consultant services)

Total \$631,191.22

2. Article 13.4.2, "REIMBURSABLE EXPENSES," is hereby amended to read as follows:

§13.4.2 Compensation for Reimbursable Expenses as described in Section 12.2 will be paid in the manner described in 12.4.1 with established "Not to Exceed" amounts described below:

Out of Town Travel not to exceed Five Hundred Dollars (\$500)

Postage not to exceed Nine Hundred Dollars (\$900)

Printing not to exceed Four Hundred Dollars (\$400)

Express Delivery not to exceed Zero Dollars (\$0)

Computer Software not to exceed Zero Dollars (\$0)

Office Supplies not to exceed Two Thousand Five Hundred Fifty-One Dollars and 47 cents (\$2,551.47)

Cell Phones not to exceed Eight Thousand Nine Hundred Sixty Dollars (\$8,960)

Vehicle Allowance not to exceed Forty-eight Thousand Dollars (\$51,650)
(Vehicle allowance shall be paid in 24 monthly installments. Payment of \$2,152.16 shall be paid the first month beginning June 30, 2010 and \$2,152.08 shall be paid thereafter through June 30, 2012).

Gas & Oil not to exceed Eighteen Thousand Nine Hundred Dollars (\$18,900)

Meeting Expenses not to exceed Three Thousand Eight Hundred Dollars (\$3,800)

TOTAL = \$87,661.47

3. All other provisions of the Agreement not amended, replaced, or superseded by Amendment No's. 1, 2, 3, or by this Amendment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY:



Harry Montoya, Chair
Santa Fe Board of County Commissioners



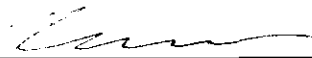
ATTEST:



Valerie Espinoza
Santa Fe County Clerk

7-27-10
Date

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

7-27-10
Date

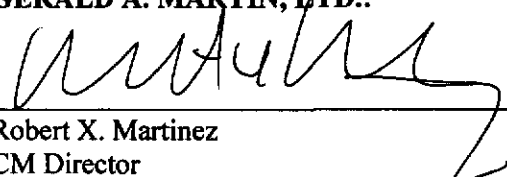
FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

7/27/10
Date

GERALD A. MARTIN, LTD.:



Robert X. Martinez
CM Director

7-27-10
Date